



# Pullman Incorporated

RECORDATION NO. 5889-F  
JUL 12 1976 - 10 50 AM  
INTERSTATE COMMERCE COMMISSION

200 South Michigan Avenue  
Chicago, Illinois 60604  
(312) 322-7049  
Telex 25-4036

6-194A034

William O. Eldridge  
Attorney

NO. 10  
Date JUL 12 1976  
Fee \$ 10

July 8, 1976

ICC Washington, D. C.

Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Re: Section 20c Filing  
Pullman Transport Leasing Company  
Supplemental Agreement No. 4  
Equipment Trust Agreement  
Dated as of December 15, 1970  
(Series 2)

Dear Mr. Secretary:

Enclosed for recording under Section 20c of the Interstate Commerce Act are executed counterparts Numbers 2, 3 and 4 of the Supplemental Agreement No. 4, (hereinafter referred to as the "Supplement"), dated as of December 17, 1975 to the Equipment Trust Agreement, (hereinafter referred to as the "Agreement"), dated as of December 15, 1970 between First National City Bank, as Trustee, 111 Wall Street, New York, New York 10015, and Pullman Transport Leasing Company, 200 South Michigan Avenue, Chicago, Illinois 60604. The Agreement was filed with the Commission on December 8, 1970 and was assigned Recordation Number 5889. Supplemental Agreement No. 1 dated as of June 15, 1973 was filed with the Commission and was assigned Recordation Number 5889-B. Supplemental Agreement No. 2 dated as of March 18, 1974 was filed with the Commission on May 19, 1974 and was assigned Recordation Number 5889-C. Supplemental Agreement No. 3 dated as of December 1, 1975 was filed with the Commission on or about December 22, 1975.

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Pullman Transport Leasing Company.

*Mary K. Lundberg*  
*C. Lundberg*

***Pullman Incorporated***

July 8, 1976

(Series 2)

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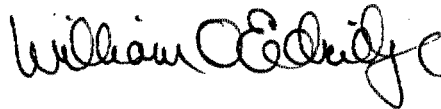
On December 17, 1975, Pullman Transport Leasing Company amended its Certificate of Incorporation in the State of Delaware to change its name to Pullman Leasing Company. The Supplement was entered into by Pullman Transport Leasing Company and the Trustee for the sole purpose of changing the references in the Agreement to "Pullman Transport Leasing Company" to "Pullman Leasing Company".

I am also enclosing a Pullman Leasing Company check payable to the order of the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for recording the Supplement.

Pursuant to the Commission's rules and regulations for recording of certain documents under Section 20c of the Interstate Commerce Act, please duly file two of the enclosed counterparts for record in your office and return the remaining copy, together with the Certificate of Recording, to the messenger making this delivery.

If you have any question concerning this request, please call me collect.

Very truly yours,



WOE:ma  
Enclosures

RECORDATION NO. 5889-F Filed & Recorded

JUL 12 1976 10 10 AM  
INTERSTATE COMMERCE COMMISSION

EXECUTED IN 10 COUNTERPARTS  
COUNTERPART NO. 3

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

(Series 2)

SUPPLEMENTAL AGREEMENT NO. 4

Dated as of December 17, 1975

TO

EQUIPMENT TRUST AGREEMENT

Dated as of December 15, 1970

BY AND BETWEEN

FIRST NATIONAL CITY BANK, Trustee

AND

PULLMAN TRANSPORT LEASING COMPANY

SUPPLEMENTAL AGREEMENT NO. 4

EQUIPMENT TRUST AGREEMENT

DATED AS OF DECEMBER 15, 1970

(Series 2)

SUPPLEMENTAL AGREEMENT NO. 4 (the "Supplement"), dated as of the 17th day of December, 1975, made and entered into by and between the Pullman Leasing Company, formerly known as Pullman Transport Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware, (the "Company"), and First National City Bank, a national banking association incorporated and existing under the laws of the United States of America, as Trustee, (the "Trustee").

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Equipment Trust Agreement, (the "Agreement"), dated as of December 15, 1970 and has heretofore executed and delivered to the Trustee Supplemental Agreement No. 1, Supplemental Agreement No. 2, and Supplemental Agreement No. 3, (hereinafter collectively called the "Supplemental Agreements").

WHEREAS, on December 17, 1975 the Company amended its Certificate of Incorporation to change its name to Pullman Leasing Company from Pullman Transport Leasing Company.

WHEREAS, Section 12.01(e) of the Agreement permits the Company to enter into a supplemental Agreement without consent of the holders of the Equipment Trust Certificates issued under the Agreement to make provisions in regard to matters or questions arising under this Agreement which shall not adversely affect the interests of the holders of the Trust Certificates.

WHEREAS, the Supplement has been duly authorized by resolution of the Board of Directors of the Company in accordance with the provisions of Section 12.01 of the Agreement.

WHEREAS, the Company represents that all conditions and requirements necessary to make the Supplement in the form and upon the terms hereof, a valid, binding and legal instrument, in accordance with its terms, and for the purposes herein expressed, have been done, performed and fulfilled, and the execution and delivery hereof, in the form and upon the terms hereof, have been in all respects duly authorized:

NOW, THEREFORE, THIS SUPPLEMENTAL AGREEMENT WITNESSETH:

THAT, in consideration of the premises and other good and valuable considerations and in order to embody herein the said alteration and amendment of the Supplement, it is hereby agreed among the Company and the Trustee:

1. As of the date hereof, the name "Pullman Transport Leasing Company" is deleted in the Agreement

and the Trust Certificates issued thereunder and the name "Pullman Leasing Company" is substituted therefor.

2. The Supplement shall be construed in accordance with and governed by the Laws of the State of New York, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

3. Except as expressly altered or amended as set forth in the Supplement, the Agreement and the Supplemental Agreements and the Trust Certificates issued thereunder are hereby ratified and confirmed and all the terms, provisions and conditions of the Agreement and the Supplemental Agreements shall be and continue in full force and effect. The Agreement, the Supplemental Agreements and the Supplement shall be read, taken and construed as one and the same instrument and shall be binding upon all the holders of the Trust Certificates.

4. The Trustee makes no undertaking in respect of, and shall not be responsible in any manner for, the validity or sufficiency of the Supplement or of any of the Trust Certificates or for the proper authorization thereof, by corporate action or otherwise, or for any recitals herein contained, all such recitals being

made and to be taken as statements of the Company solely, the Trustee joining in and executing the Supplement for the purpose of accepting the trusts created by the Agreement, the Supplemental Agreements and the Supplement upon the terms and conditions set forth in the Agreement, the Supplemental Agreements and in the Supplement.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed by their respective officers thereunto duly authorized and their respective corporate seals duly attested, to be hereunto affixed as of the day and year first written.

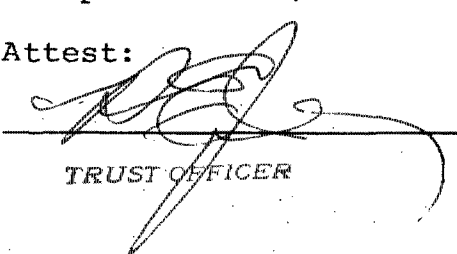
CITIBANK, N.A. (formerly known as  
FIRST NATIONAL CITY BANK)  
as Trustee

By

  
Senior Trust Officer

(Corporate Seal)

Attest:

  
TRUST OFFICER

PULLMAN LEASING COMPANY

By

  
Vice President

(Corporate Seal)

Attest:

  
Assistant Secretary

STATE OF NEW YORK     )  
                                  )   SS:  
COUNTY OF NEW YORK    )

On this 12th day of May, 1976, before me personally came R. James DeRose, to me known, who, being by me duly sworn, says that he resides at 354 Grosvenor St., Douglas Manor, N.Y. 11363, that he is a Senior Trust Officer of Citibank, N.A., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument in such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.


Notary Public

CARMELINA MILLS  
Notary Public, State of New York  
No. 42-7857800  
Qualified in Richmond County  
Cert. filed in New York County  
Term Expires March 30, 1978



STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

On this *26<sup>th</sup>* day of *April*, 1976, before me personally came John Perry, to me known, who, being by me duly sworn, says that he resides at 250 Rock Road, Park Forest, Illinois, that he is the Vice President of PULLMAN LEASING COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

*Marionette Amatory*  
Notary Public

My Commission Expires: *3/15/79*

(Notarial Seal)

